

POST-2000 MEMORANDUM OF UNDERSTANDING

(MOU)

Between

THE GOVERNMENT OF THE UNITED STATES OF AMERICA,

THE GOVERNMENT OF THE UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN
IRELAND

and

THE NORTH ATLANTIC TREATY ORGANISATION

On

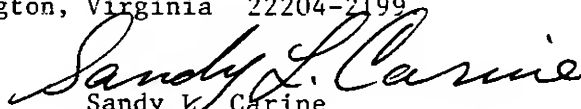
ARRANGEMENTS CONCERNING THE SUPPORT BETWEEN
DEFENSE SATELLITE COMMUNICATIONS SYSTEMS

Short Title:

Post-2000 MOU

Commonwealth of Virginia
County of Arlington

On this 14th day of July, 2003, I certify that this is a true copy of the above entitled document, the original of which is on file in the Office of the General Counsel, Defense Information Systems Agency, 701 S. Courthouse Road, Arlington, Virginia 22204-2199


Sandy L. Carine
Notary Public

My Commission Expires: 30 September 2006

POST-2000 MEMORANDUM OF UNDERSTANDING (MOU)

ON

ARRANGEMENTS CONCERNING THE SUPPORT

OF

DEFENSE SATELLITE COMMUNICATIONS SYSTEMS

BETWEEN

THE GOVERNMENT OF THE UNITED STATES OF AMERICA, THE GOVERNMENT OF THE UNITED
KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND AND
THE NORTH ATLANTIC TREATY ORGANISATION

1. WHEREAS the Government of the United States of America, represented by the Department of Defense (US DOD), the Government of the United Kingdom of Great Britain and Northern Ireland, represented by the Ministry of Defence (UK MOD), and the North Atlantic Treaty Organisation, represented by the NATO Consultation, Command and Control Organisation's NATO Consultation, Command and Control Agency (NC3A), hereinafter referred to as the Participants, have accepted the principle of orderly use of space for communications purposes;
2. AND WHEREAS the Participants deploy Super High Frequency (SHF) defense satellite communications systems referred to, respectively, as US DSCS, UK SKYNET and NATO SATCOM;
3. AND WHEREAS the Participants fully recognize the advantages which can accrue from arrangements for mutual support of defense satellite communications systems;
4. AND WHEREAS the Participants have accepted that the US DSCS, UK SKYNET and NATO SATCOM defense satellite communications systems can be available for each others' use;
5. AND WHEREAS the Participants recognize a requirement to provide for contingency situations, due to satellite malfunction or failure, or to short-term traffic loadings in excess of their own satellite communications systems capability;
6. AND WHEREAS the Participants accept that such contingency requirements can be met, in part, through use of each others' satellite communications system assets under the provisions of NATO Policy DPC/D(74)2;
7. AND WHEREAS the Participants recognize that they also have a requirement for the mutual enhancement of the survivability of their defense satellite communications systems through the planned sharing of their satellite communications assets;
8. AND WHEREAS the Participants accept that such planned survivability enhancements can be achieved under the provisions of NATO policy DPC/D(78)26 with the accepted undertaking to establish equitable means of compensation;
9. AND WHEREAS the Participants recognize that the satisfaction of the foregoing requirements may be sought through:
 - a. the shared use of spare capacity on the others' operational satellites
 - b. the use of the others' spare satellites;
 - c. the use of the spare capacity on the others' satellite communications system by means of terrestrial interconnection.

10. NOW, THEREFORE, taking into account the foregoing, US DOD, UK MOD, and NC3A, hereby enter into the following arrangements:

SECTION 1: COOPERATIVE PROGRAM

- 1.1 The Participants understand that the use of each others' defense satellite communications system will be only for those communications deemed unique and vital for the defense of the national interests of the United States or United Kingdom or for the conduct of NATO political and military activities.
- 1.2 The Participants understand that notwithstanding the requirement to provide mutual communications support, such support will only be provided on capacity deemed as surplus to the provider's operational requirement.
- 1.3 The Participants understand that the detailed arrangements for the implementation of support for defense satellite communications systems under the provisions of this MOU will be undertaken by the designated operating authorities set out at Section 3 of this MOU.
- 1.4 When a Participant experiences a contingency situation such as foreseen at paragraph 5 above, the other Participants will immediately commence discussions to satisfy, to the extent possible, the identified contingency requirement through any of the means set out at paragraph 9 above used singly or in combination. When a Participant suffers a contingency and avails itself of another Participant's support, supplies, services, the requesting Participant will offset the providing Participant by providing equivalent support, supplies, services, or debt liquidation.
- 1.5 The Participants will, when mutually acceptable for planned survivability enhancements, commence discussions to seek satisfaction of the identified requirements through any of the means of paragraph 9 above, used singly or in combination.
- 1.6 The Participants have entered into this MOU subject to the conditions that the exchange of communications support and related supplies and services to be undertaken pursuant to this MOU will be an exchange of equivalent value. Such equitable exchange of support, supplies, or services may not necessarily be confined to the satellite domain, but could involve other communications system assets or service. The value placed on any communications support, supplies or services provisioned under this MOU, shall be jointly decided at, or before, the time the request for support, supplies or services is being made. The Participants will annually reconcile accrued credits and liabilities under this MOU. If actual practice demonstrates that the value of the communications support and related supplies and services being exchanged is not equivalent, then the Participants will enter into negotiations to adjust the arrangements so that the values remain substantially equivalent. If such adjustment is not possible, then any accrued credits or liabilities resulting from an unequal exchange of communications support and related supplies and services during the term of this MOU will be liquidated no later than 30 days after the end of the term of this MOU by direct payment to the Participant(s) having provided the amount of communications support and related supplies and services not yet compensated. In addition, if adjustments resulting in exchanges of equivalent value are not possible, the Participants may enter into negotiations for annual debt liquidation payments to be made within 60 days of an annual reconciliation. Whether annual debt liquidation payments are made will be mutually decided by the Participants, and any such payments will be taken into consideration when calculating any final debt liquidation payment that may be required at the expiration of this MOU.
- 1.7 Each Participant will retain sole operational control authority of its defense satellite communications system when providing support to another Participant under the provisions of the MOU. In particular, each Participant will at all times retain the authority in regard to its system for:
- a. configuration control comprising: the orbital control of the satellite, including its orbital location, attitude and other spacecraft commendable functions; and the control and maintenance of earth station operations;
 - b. access control in respect to: the allocation of approved communications capacity and the maintenance of assigned frequencies, radiated power and emission bandwidth.

- 1.8 The Participants mutually consent not to transfer any title to or possession of any defense article or related training or other defense service furnished under this MOU to anyone not an officer, employee, or agent of that Participant and not to use or permit the use of such defense article or related training or other defense service for purposes other than those for which furnished.
- 1.9 The Participants recognize that, in the case of the use of an entire satellite of one Participant by another, the authority set out at paragraph 1.7 (b) above may be delegated to the user, if mutually decided. The Participant owning the satellite to be utilized by the other will normally retain responsibility for filing for satellite location and submission of a frequency plan to the appropriate international agencies; however, this responsibility may be delegated to the user, if mutually accepted.
- 1.10 The Participants understand that any implementation of these survivability enhancements or contingency arrangements requires that user terminals abide by the standard operating procedures of the providing authorities satellite communications system. The providing operating authority will coordinate a mutually acceptable record of any implementation to be provided to the Participants as the basis for the required negotiations in paragraphs 1.4, 1.5, and 1.6 above.
- 1.11 The Participants accept that the arrangements implemented under the provisions of this MOU relate primarily to operations in the North Atlantic area. However, satellite assets positioned elsewhere may be made available for the implementation of this MOU, subject to operational circumstances.

SECTION 2: INTERFACE COSTS

- 2.1 If, to provide connectivity between systems, it is necessary to install equipment and the supporting spares, the expense of any new procurement and installation of such equipment is to be borne by the Participant requesting such connectivity. Operations and maintenance of such equipment will be carried out by personnel normally operating and maintaining the earth terminal(s) concerned. Any identifiable costs associated with operations and maintenance of such equipment will be borne by the requesting Participant and will be considered under paragraph 1.6.
- 2.2 The Participant requesting the use of another's defense satellite communications system assets will be responsible for arranging the provision of the necessary transmission facilities for gaining access to that system.
- 2.3 The Participant requesting the use of facilities will also bear any additional costs associated with the provision of this section of this MOU, including those associated with the necessary engineering, modifications and assurance of compliance with interface standards required at the earth terminal(s) concerned.
- 2.4 If the provision of connectivity between systems is to accommodate an equitable exchange of communications support and related supplies and service (including terrestrial interconnection), costs will be equally shared by the Participants involved.

SECTION 3: IMPLEMENTATION

- 3.1 Implementation of this MOU will be in accordance with the laws and regulations of the United States and of the United Kingdom and NATO regulations.
- 3.2 The exchange of services under this MOU will be subject to the availability of funds to enable annual debt liquidation in the event of an unequal exchange of services on a quid pro quo basis.
- 3.3 The designated operating authorities responsible for the implementation of this MOU are: The Director, Defense Information Systems Agency (DISA) for the US DOD; the Satcom Acquisition Team (SAT) Team Leader for the UK MOD; and the Controller, NATO CIS Operating and Support Agency (NACOSA) of the NATO Consultation, Command and Control Organisation (NC3O) for NATO.

SECTION 4: SECURITY

- 4.1 All classified material and information provided or generated in connection with this MOU will be used, transmitted, stored, handled and safeguarded in accordance with C-M (2002)49 "Security within the North Atlantic Treaty Organisation" dated 17 June 2002 in conjunction with C-M (2002) 50 "Protection Measures for NATO Civil and Military Bodies, deployed NATO Forces and Installations (Assets) against Terrorist Threats

SECTION 5: RELEASE OF INFORMATION TO THE PUBLIC

- 5.1 Each Participant will take all steps consistent with its governing laws and regulations to keep information exchanged in confidence under this MOU free from disclosure under any legislative provision unless the other Participants consent to such disclosure.
- 5.2 To assist in providing the necessary protection, each Participant will mark such information furnished to another Participant with a legend indicating the country of origin, the security classification, the conditions of release, and, if unclassified, the fact that the information relates to this MOU and thus is furnished in confidence.
- 5.3 Unclassified information provided by any Participant to another Participant in confidence, and information produced by any Participant pursuant to this MOU requiring confidentiality, will be safeguarded in a manner that ensures its proper protection from unauthorized disclosure.

SECTION 6: CONTRACTING CHARGES AND PAYMENTS

- 6.1 Any contracts placed by a Participant for procurement of equipment or services required in connection with this MOU, will be concluded in accordance with that Participant's governing laws and regulations.

SECTION 7: CLAIMS

- 7.1 Each Participant to this MOU waives any claim, which it may have against the other Participant(s) for damages resulting from any failure of the equipment, system, or handling of record telecommunications under the provisions of this MOU, or damage or loss to equipment temporarily furnished in accordance with this MOU.

SECTION 8: SUPERSESSION AND DISPUTES

- 8.1 The Post-90 MOU between the Participants is hereby terminated.
- 8.2 Any disagreement regarding the interpretation or application of this MOU will be resolved by consultation between the Participants and will not be referred to a national or international tribunal or third party for settlement.

SECTION 9: WITHDRAWAL BY A PARTICIPANT AND TERMINATION

- 9.1 Each Participant may terminate this MOU, by providing one year written notice to the other participants or sooner if acceptable by the Participants. The two remaining Participants may continue the arrangements set out in the MOU, if mutually acceptable.
- 9.2 Each Participant will bear its own costs resulting from the termination of this MOU. If one of the Participants withdraws or the MOU terminates, liquidation by direct payment of accrued credits and liabilities may be required as stated in Section I of this MOU.
- 9.3 In the event of termination, or of withdrawal of one Participant, any equipment or supplies that are the subject of this MOU at that time may be removed by the Participant who owns it. That Participant will be liable only for the costs of such removal and for the restoration of the other's satellite communication systems to their original configuration, or to a configuration to be mutually determined at the time, provided the latter one is not more expensive.

- 9.4 The provisions regarding security and disclosure of protected information set out in Sections 4 and 5 of this MOU will continue irrespective of any withdrawal from or termination of this MOU.

SECTION 10: DURATION, EFFECTIVE DATE, EXTENSIONS AND SIGNATURE

- 10.1 This MOU will come into effect on the date of last signature affixed below. It will remain in effect until 31 December 2004, unless extended by mutual written consent of all the Participants. No single extension will be for a period in excess of five years. It may be amended at any time by mutual written consent of all the Participants.

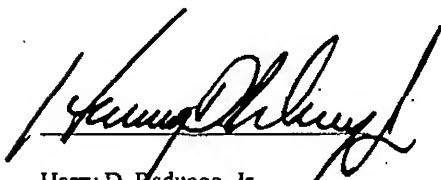
IN WITNESS WHEREOF the undersigned, being duly authorized by the US DOD, UK MOD and NATO respectively, have signed this MOU.

Done in three originals, each in the English language.

On behalf of the Secretary of Defense
of the United States of America

On behalf of the Secretary of State
for Defence of the United Kingdom of
Great Britain and Northern Ireland

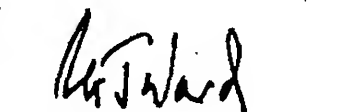
On behalf of the Secretary General
of NATO



Harry D. Kaduege, Jr.
Lieutenant General, USAF

Director
Defense Information Systems Agency

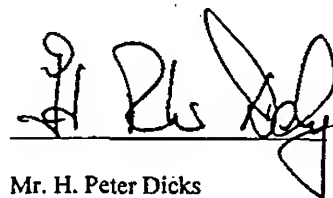
in Arlington, Virginia
on 19 February 2003



Rees G J Ward CB,
Rear Admiral

Chief Executive
Defence Communications Services
Agency

in Canham, Wiltshire
on 5 March 2003



Mr. H. Peter Dicks

General Manager
NATO Consultation, Command
and Control Agency

in Bonnels
on 11 March 2003